

# Solicitation Document

Title : **Human Resources and EEO Services**

Solicitation Number : **2FYA-AR-060004-B**

Refresh Number : **16**

Created on February 8, 2011

## COVER PAGE

### NOTICE CONCERNING RESPONSES TO THIS SOLICITATION:

NO HARD COPY RESPONSES WILL BE ACCEPTED UNDER THIS REFRESH.

The following link provides guidance on utilizing the eOffer and eMod systems, obtaining digital certificates, and using the eOffer and eMod Training Guides: <http://eoffer.gsa.gov>

GSA has developed eOffer, a web Based application that allows an Offeror to prepare and submit an MAS offer electronically. eOffer is designed to create an interactive, secure environment that simplifies the contracting process from submission of offers to contract awards. eOffer uses the latest digital authentication technology to ensure the integrity of data and to electronically sign the offer. Digital certificates are required in order to use eOffer. The eOffer website at [www.gsa.gov/eoffer](http://www.gsa.gov/eoffer) contains a variety of information regarding the eOffer application, including available training, information regarding digital certificates. PLEASE BE ADVISED ANY OFFER SUBMITTED MUST BE SUBMITTED THROUGH THE Eoffer PROCEDURES. NO PAPER COPIES OF OFFERS WILL BE CONSIDERED.

PLEASE NOTE: EFFECTIVE JULY 15, 2010, ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS EOFFERS (<http://eoffer.gsa.gov>). No hard copy responses will be accepted after this date.

### NOTICE CONCERNING MODIFICATION TO ALL CONTRACTS AWARDED UNDER THIS SOLICITATION.

GSA WILL ONLY ACCEPT MODIFICATION REQUESTS SUBMITTED ELECTRONICALLY AS EMODS (<http://eoffer.gsa.gov>).

As of July 15, 2010, GSA's National Administrative Services and Office Supplies Acquisition Center will only accept contractor-initiated modification requests through the GSA eMod System.

The following link provides guidance on utilizing the eMod system, obtaining digital certificates, and using the eMod Training Guide: <http://eoffer.gsa.gov>.

Notice is hereby providing that the Standing Solicitation for Multiple Award Schedule 738X for Human Resources & EEO Services has been refreshed. The new solicitation number 2FYA-AR-060004-B Refresh 16 will replace solicitation number 2FYA-AR-060004-B Refresh 15 February 7, 2011 and includes updated clauses and provisions.

Offerors are responsible for payment to Open Ratings, Inc. for past performance evaluation prior to submission of an offer.

The solicitation is open continuously with no closing date. The resultant contracts are awarded as Indefinite Delivery, Indefinite Quality; Fixed Price Adjustment. Contract periods commence on the Date of Award through a 5-year base period with three 5-year option periods. The resultant contracts provide a streamlined acquisition approach for federal agencies to obtain Human Resources & EEO Services. Agency ordering procedures for services and further information on GSA Multiple Award Schedules programs may be found at [www.gsa.gov/schedules](http://www.gsa.gov/schedules).

GSA is only issuing this solicitation/request for proposal through the FedBizOpps internet site, GSA will not provide paper copies of this solicitation. Interested parties may access the solicitation at Internet address <http://www.FedBizOpps.gov>. This site contains information describing the Federal Business Opportunities and how to register to receive automatic notices of acquisitions. All responsible sources may submit an offer which shall be considered by this agency

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### Begin Regulation

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#### CP-FSS-1-C (MAY 2000)

Solicitation No. 2FYA-AR-060004-B Refresh 16

#### WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR

(a) FSC GROUP \_ PART \_ SECTION \_

COMMODITY: \_

FSC CLASS(ES)/PRODUCT CODE(S): \_

(b) STANDARD INDUSTRY GROUP: 738 X

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SERVICE: Human Resources General Support Services & EEO Services

SERVICE CODE(S): R499 & R799

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION

CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

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**Begin Regulation**

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**CP-FSS-19 PRICING (DEC 1998)**

Offerors are advised that separate pricing may be submitted for different countries if separate pricing is consistent with the offeror's commercial sales practice.

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**Begin Regulation**

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**CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)**

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

**The deleted regulations(s) from previous refresh are listed below**

Number	Title	Clause/Provision
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)	Clause
552.216-73	ORDERING INFORMATION (SEP 1999) (ALTERNATE II - SEP 1999)	Provision
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (ALTERNATE IV - OCT 1997)	Provision
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) (ALTERNATE IV - OCT 1997)	Clause
552.216-72	PLACEMENT OF ORDERS (SEP 1999) (ALTERNATE IV -- FEB 2007)	Clause
52.232-17	INTEREST (JUN 1996) (DEVIATION I - MAY 2003)	Clause
SCP-FSS-002	SPECIFIC PROPOSAL SUBMISSION INSTRUCTIONS (JUN 2009)	Provision
SCP-FSS-001	GENERAL PROPOSAL SUBMISSION INSTRUCTIONS (JUN 2009)	Provision
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (JUN 2009)	Provision
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008) (ALTERNATE II -- OCT 2001) (Deviation for MAS Solicitations and Contracts (Dec 2009)	Clause

**The added regulation(s) in new refresh are listed below**

Number	Title	Clause/Provision
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND	Clause

	REMEDIES (JUL 2010)	
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)	Clause
52.209-8	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APRIL 2010) (DEVIATED I - OCT 2010)	Clause
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) (ALTERNATE II -- OCT 2001)	Clause

**The updated regulation(s) in new refresh are listed below**

Number	Title	Clause/Provision
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)	Clause
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2006)	Clause
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)	Clause
52.204-11	AMERICAN RECOVERY AND REINVESTMENT ACT-REPORTING REQUIREMENTS (JUL 2010)	Clause
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)	Clause
52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010) (DEVIATION I - FEB 2007)	Clause
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (OCT 2010) (ALTERNATE II - OCT 2010)	Clause

**The added SINS in new refresh are listed below**

SIN #	SIN Title	Total Sales in \$
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**The deleted SINS in new refresh are listed below**

SIN #	SIN Title	Total Sales in \$
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Note: Regulation CP-FSS-2  
PROPOSALS FOR SINs 595-22 AND 595-26 ARE NOT BEING ACCEPTED AT THIS  
TIME. THE PERIOD FOR SUBMITTING PROPOSALS IS CURRENTLY CLOSED.

**Begin Regulation**

**CP-FSS-3 NOTICE: REQUESTS FOR EXPLANATION OR  
INFORMATION (MAR 1996)**

Oral or written requests for explanation or information regarding this solicitation should be directed to:

GENERAL SERVICES ADMINISTRATION

Address: Administrative Services Acquisition Branch (2QSAA)  
Attn: Henry Pierre-Louis, Section Chief  
26 Federal Plaza, Room 19-100  
New York City, NY 10278

or

Phone Henry Pierre-Louis, Section Chief  
Telephone Number: 212-264-2670.

IMPORTANT: DO NOT ADDRESS OFFERS, MODIFICATIONS OR WITHDRAWALS TO THE ABOVE ADDRESS. THE ADDRESS DESIGNATED FOR RECEIPT OF OFFERS IS CONTAINED ELSEWHERE IN THIS SOLICITATION.

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**Begin Regulation**

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**552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (JUN 2005)**

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219—9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$500,000 (\$1,000,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

Note: Regulation 552.219-71

The subcontracting plan threshold has been increased to \$650,000 (\$1,500,000 for construction).

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## Part I - GOODS & SERVICES

### NOTICE CONCERNING RESPONSES TO THIS SOLICITATION:

PLEASE NOTE: EFFECTIVE JULY 15, 2010, ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS EOFFERS (<http://eoffer.gsa.gov>). No hard copy responses will be accepted after this date.

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The following link provides guidance on utilizing the eMod system, obtaining digital certificates, and using the eMod Training Guide: <http://eoffer.gsa.gov>.

### Scope of Schedule 738 X, Human Resources and EEO Services

#### Overview:

Under the GSA Schedules Program (also referred to as Multiple Award Schedules and Federal Supply Schedules), GSA establishes long-term government-wide contracts with commercial firms to provide access to over four million commercial services and products. These can be ordered directly from GSA Schedule contractors or through the GSA Advantage! On-line shopping and ordering system.

#### Purpose:

The purpose of this Human Resources & Equal Employment Opportunity Services Solicitation is to provide a full range of services to enable Federal agencies to meet their agency needs. There are four (4) continuously open Special Item Numbers (SINs): 595-21, 595-25, 595-27, and 595-28. Offerors may submit a proposal on any one or combination of SIN(s) at any time, but each product or service may only be offered under one SIN.

#### Scope of Services:

The Contractor shall be capable of providing services for ordering agencies with multiple organizational levels and geographic locations nationwide and/or worldwide. The Contractor shall also be capable of handling multiple task orders simultaneously.

Offerors shall ensure employees meet training requirements. Offerors are to provide one Open Ratings report per proposal.

For SIN 595-25, EEO Services, Minimum Training Requirements required for investigators and mediators shall be in accordance with EEOC MD-110.

For SIN 595-21, Human Resource General Support Services. Offerors are to provide a technical proposal for each service being offered under SIN 595-21. For example, if a company were to provide recruitment and outplacement services, they must provide a technical proposal for each service as outlined in provision SCP-FSS-001 and SCP-FSS-002.

Note 1: Personal Services Contracts as defined in FAR 37.101 and FAR 37.104 are strictly prohibited. Agencies are prohibited from utilizing service contracts to augment government staff. A contractor is equally prohibited from knowingly offering to supplement government staff by engaging in a personal services contract/task order.

Note 2: Architect-Engineering (A/E) Services as that term is defined in FAR 36.601-4 are excluded from the Schedules Program. If the agency's statement of work, substantially or to a dominant extent, specifies performance or approval by a registered licensed architect or engineer for services related to real property, the Brooks Architect-Engineers Act applies and such services must be procured in accordance with FAR Part 36. Use of this schedule for Brooks Act architectural or engineering services is not



authorized.

**ORDERING PROCEDURES FOR PRODUCTS AND SERVICES:**

Orders placed against a GSA Multiple Award Schedule (MAS) contract use the procedures under Federal Acquisition Regulation (FAR) 8.4, and are considered to be issued under full and open competition (see FAR 6.102(d)(3)). Ordering offices do not need to seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business programs. By placing an order against a GSA Schedule contract using the procedures in this section, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative to meet the government's needs.

**IMPORTANT NOTICE:**

1. The preferred method of purchasing under this solicitation is a fixed price. The fixed price shall be based on the unit price offered in the schedule contract. Further negotiations with the ordering agency are permitted.
2. All clauses and provisions found within the solicitation or incorporated by reference set forth by the Federal Acquisition Regulation (FAR) can be accessed on the Internet at: [www.acquisition.gov](http://www.acquisition.gov).
3. All clauses and provisions found within the solicitation or incorporated by reference set forth by the General Services Administration Manual (GSAM) can be accessed on the Internet at: [www.acquisition.gov](http://www.acquisition.gov).
4. FedBizOpps.gov is the single government point-of-entry for Federal government procurement opportunities, which can be accessed on the internet at: <https://www.fbo.gov/>.
5. Contractor Team Arrangements (CTAs) are encouraged under the Federal Supply Schedules Program. For additional information, see FAR 9.6 "Contractor Team Arrangements" and Clause I-FSS-40. You can also visit our website at: <http://www.gsa.gov/cta>.
6. The Government reserves the right to evaluate proposals and award a contract without discussion. Therefore, the initial proposal should contain the Offeror's best terms from both a price and technical standpoint.
7. Once a contract is awarded under the Federal Supply Service Multiple Award Schedules Program, Contractors compete for business and are responsible for marketing to potential Government customers.
8. To assist Offerors in preparation of their proposal, please see attached Proposal Checklist.
9. An adequate and auditable labor hour recording and invoicing system is required for all Contractors accepting labor hour task orders. Contractors must possess such a system at time of award. This accounting system is subject to review and examination by the Government in accordance with FAR Part 9.
10. Travel and per diem associated with task orders issued under an awarded contract shall be negotiated with the ordering agency. Travel and per diem costs are not subject to the Industrial Funding Fee (IFF).
11. In accordance with FAR 37.114, the Contractor and their employees must always identify themselves as contractor personnel when dealing with the public, members of Congress, or Government employees, in the performance of the services under this contract. All documents or reports produced by Contractors must also be suitably marked as contractor products.
12. Please review the information at the following website for participation in Disaster Recovery Purchasing: <http://vsc.fss.gsa.gov/>.
13. Personal services as described in Federal Acquisition Regulation (FAR) 37.104 are prohibited under this solicitation

**595 21 --- HUMAN RESOURCE SERVICES (Excluding EEO Services)**

Human Resource Services may include, but are not limited to, providing support in the functions of planning, recruitment and internal placement, position classification, personnel actions, training, employee relations, outplacement, function review/integration services and worker's compensation.

NOTE: Planning: Contractor shall provide support in systematic approaches to forecasting the future demand for and supply of employees. Examples of Planning include but are not limited to: Conduct computer and on-line modeling and analysis of needs and future trends; conduct human resource audits; and provide forecasting techniques through the use of experts, trend projection and other forecasting methods.

Recruitment and Internal Placement: Contractor shall provide extensive support in the field of recruitment and internal placement. Examples of Recruitment and Internal Placement support include but are not limited to: Perform outside recruitment using printed and electronic media, trade schools, job fairs and college visits paying special attention to reaching all segments of the population; manage comprehensive internal recruitment and placement programs which include merit promotion, transfer of function (TOF), reassignment, temporary promotion, detail, realignment, change to lower grade, upward mobility, rotational training assignments, reduction-in-force (RIF), etc; qualifications analysis; manage special recruitment programs such as Senior Executive Service (SES), Outstanding Scholar, Veteran's Readjustment, Disabled, and Student Aid Programs; assessment centers for selection purposes; prepare job vacancy announcements; and provide employment information as appropriate regarding employment opportunities with the Federal government in general and with agency supported activities specifically.

Position Classification: Contractor shall provide services in a range of classification functions for a variety of occupations and grades in the General Schedule, the Federal Wage System, or other Federal classification systems, in accordance with Title 5, United States Code (USC) or other appropriate authorities. Examples of Classification support include but are not limited to: Review position descriptions for adequacy; implement classification standards; prepare evaluation statements; conduct audits; counsel employees who wish to submit classification appeals; provide advice on position management, organization structure, supervisor/worker ratio and impact of mission/workload changes; and assist in the preparation of position descriptions. Services may be provided with or without delegation of classification signature authority to line managers dependent upon agency policies and requirements.

Personnel Actions: Contractor shall provide services in processing a range of Federal personnel actions. Examples of Personnel Actions support include but are not limited to: Process manually or electronically the Standard Form 50 and related forms and documents to effect the full range of personnel actions for SES, General Schedule, Federal Wage System, and other employee pay systems; maintain on-line data in HR information systems (HRIS) and any automated personnel subsystems to include, if needed, electronic interface with finance and OPM systems; provide advice and assistance on technical matters related to employee records; prepare reports; electronic processing of resumes; provide for custody and maintenance of Official Personnel Files (OPFs); maintain OPFs in a secured area, protected from unauthorized access in accordance with regulatory requirements; forward OPFs to National Records Center; and provide required employment verification.

Training: Contractor shall conduct a full range of services in HR-specific training support. Examples of Training support include but are not limited to: Provide advice, guidance and assistance to supervisors and employees as well as HR/personnel staff in managing

self-improvement training resources; provide assistance in identifying training needs and requirements; coordinate the availability of various training programs, developmental career programs, executive leadership programs, and tuition assistance programs; encourage participation and accountability from management and employees in the training program(s); counsel management and employees to determine the best and most cost-effective methods of meeting organizational and career developmental needs; recommend, design, and/or conduct programs in areas related to human resources. Services SHALL NOT include mandatory 1102-Series workforce acquisition training. Off-the-shelf training may be tailored to meet specific agency needs. Interactive, multimedia and distance learning techniques may be utilized.

Employee Relations: Contractor shall offer services covering a range of employee relations services. Examples of Employee Relations support include but are not limited to: Provide comprehensive support in disciplinary actions as they relate to complaints, grievances, and appeals; leave administration, recognition and awards, performance management and appraisal, insurance benefits, Thrift Savings Plan, and retirements; provide guidance and assistance in completing necessary processes and documentation; provide guidance and assistance to monitor and assess the value of or to operate complaint receipt systems such as an agency complaint hotline; perform case management; review proposed correspondence for regulatory compliance; serve as an interface with legal staff, union representatives, Department of Labor (DOL), Office of Personnel Management (OPM), other appropriate outside agencies, and the appropriate internal agency activities as required.

Outplacement: Contractor shall perform personnel outplacement services. Examples of Outplacement support include but are not limited to: Provide comprehensive outplacement/career transition services in response to downsizing and reorganizing including moving personnel to new positions inside or outside of the organization and retirement assistance; provide training, counseling and guidance in areas such as self-assessment; knowledge, skills, and abilities (KSA) assessment; job aptitude/interest inventories; group and individual counseling; career and job workshops; resume writing; job search methods; interview and negotiation techniques; stress management; personal financial management and job training; and provide retirement assistance.

#### Review and Integration Services:

\*Function Review: Contractor shall provide a review of the human resources department and other offices relating to the implementation function outsourced. Examples include but are not limited to: The Contractor selected to perform the outsourced function meets with the human resources personnel and other personnel as necessary to gain an understanding of the environment in which the work will be performed. This includes establishing agency unique requirements and project management throughout the lifecycle of the outsourced function concerning transition, project status, results, and possible recommendations for change and managing change during the contract period. Function review SHALL NOT include consultation on the business improvement process or preliminary studies under OMB Circular A-76.

\*Integrator: Contractor shall act as program manager to connect/integrate the various functions performed by multiple Contractors. Examples include but are not limited to interconnecting the operations of different Contractors performing human resources outsourcing activities within an agency and maintaining the interconnection among Contractors and their functions while acting in a key contractor role. Examples include maintaining the interface between a Contractor performing payroll functions and another Contractor performing personnel records functions.

Workers' Compensation: Contractor shall support management of claims processing under the Federal Employees' Compensation Act (FECA) pursuant to the Department of Labor, Office of Workers' Compensation Program (OWCP). Examples of Workers Compensation support include but are not limited to: Provide complete case management for employees with the aim to reduce lost work hours and workers' compensation costs for the Federal client including technical and managerial assistance; monitor hearing and appeal responses; counsel claimants in filing injury reports and establishing the essential elements of the claim; develop training programs for employees and management; develop return-to-work strategies; and claims revalidation assessments and administrative inquiries to confirm or refute suspicions or allegations of invalid claim status.

NOTE: Each sub-service category under HR General Support Services i.e., Recruitment and Internal placement, Position classification, Personnel actions, Training, Employee relations, Outplacement, Function review/Integration services and Worker's compensation requires the completion of all four factors of Section II Technical Proposal: (1) Factor One Corporate Experience, which requires a capability statement, (2) Factor Two Relevant Project Experience, must show evidence of prior experience, (3) Factor Three Past Performance, specific professional labor rates should be assigned to each sub-category and (4) Factor Four Quality Control.

For HR-Specific Training, course description and instructor resumes are required. A copy is required of the Commercial End User Licensing Agreement for any Web Based Services

**Sales:** \$115,107,316

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R799

**Maximum Order :** \$1,000,000

#### NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million
541612	Human Resources Consulting Services	\$7 million
561611	Investigation Services	\$12.5 million
611430	Professional and Management Development Training	\$7 million
624190	Other Individual and Family Services	\$7 million

#### **595 22 --- Private Shared Service Center for Core HR Services:**

All offerors under this SIN must offer Personnel Action Processing and Benefits Management as a minimum. The offering of Payroll Services is optional. The Technical requirements for this SIN are defined by the Office of Personnel Management's Business Reference Model for the HR Line of Business.

NOTE: PROPOSALS FOR SIN 595-22 ARE NOT BEING ACCEPTED AT THIS TIME.  
THE PERIOD FOR SUBMITTING PROPOSALS IS CURRENTLY CLOSED.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code : R799****Maximum Order : \$1,000,000****NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
541612	Human Resources Consulting Services	\$7 million

**595 25 --- EEO Services**

EEO Services may include but are not limited to providing investigation of Discrimination Complaints and Preparation of Reports of Investigation (includes individual Case/consolidated Case-One or Additional Issues, Continuing Violation, On-Line Reporting System, Additional Copies of Investigation Reports). Preparation of an Analysis and Recommended Final Agency Decision (FAD) in Discrimination Complaints, Inquiry, Resolution Attempt, and Preparation of an analysis and Recommended Final Agency Decision (FAD) on Allegations of Noncompliance With Settlement Agreements or Final Decisions, Resolution Attempt and Report of Inquiry Regarding Notices of Intent to Sue under Age Discrimination in Employment Act of 1967, as Amended, Alternative Dispute Resolution, Reference Materials relating to equal opportunity programs, EEO training and Consulting, EEO counseling (Individual and Class Complaint).

NOTE: SIN 595-25 EEO Services: EEO Services may include but are not limited to the following:

Investigation of Discrimination Complaints and Preparation of Reports of Investigation: Contractor shall prepare reports of investigation (drafts and final) in conformance with the standards established by the EEOC. Investigations shall be performed to identify and obtain evidence from all relevant sources and gather sufficient information relevant to the issues in the complaint to ascertain the validity of the allegation. If the ordering agency determines a violation occurred, the report of investigation will provide the agency with a sufficient factual basis from which to fashion an appropriate remedy.

Preparation of an Analysis and Recommended Final Agency Decision (FAD) in Discrimination Complaints: Contractor shall prepare an analysis and recommended final agency decision (FAD) that is legally sufficient for complainants who believe they have been discriminated against.

Inquiry, Resolution Attempt, and Preparation of an Analysis and Recommended Final Agency Decision (FAD) on Allegations of Noncompliance With Settlement Agreements or Final Decisions: Contractor shall inquire, attempt a resolution, and prepare an analysis and FAD for allegations of noncompliance with settlement agreements and final decisions entered into on discrimination complaints.

Resolution Attempt and Report of Inquiry Regarding Notices of Intent to Sue under Age Discrimination in Employment Act of 1967, as Amended: Contractor shall inquire, attempt a resolution, and prepare an inquiry report regarding aggrieved employees or applicants for employment who believe they have been discriminated against on the basis of age and have chosen to bypass the administrative complaint processing system within an agency.

Alternative Dispute Resolution: Contractor shall provide the services of trained Alternative Dispute Resolution (ADR) professionals to attempt resolution of allegations of discrimination and other human resource matters. The ADR process will not replace already existing formal procedures, e.g. the administrative grievance procedure and the EEO administrative complaint procedure, but will supplement them in an effort to resolve problems before and after formal

procedures are invoked. THIS SIN HAS BEEN EXPANDED TO COVER ADR FOR ANY ASPECT OF HUMAN RESOURCES.

Reference Materials: Contractor shall provide a variety of reference materials relating to equal opportunity programs to ensure employees, supervisors, and managers are aware of the policy of the Government to provide equal opportunity in employment for all persons and promote the full realization of equal employment opportunity. Agencies may order reference materials in any media. Reference materials include but are not limited to desk guides, pamphlets, booklets, leaflets, posters, and other reference material as determined by the agency.

EEO Training and Consulting: Contractor shall provide EEO consulting services and customized or off-the-shelf training for the instruction and development of Equal Employment Opportunity (EEO) training courses for employees, supervisors, managers, team leaders, and others on the policy of the Government to provide equal opportunity in employment for all persons, prohibit discrimination in employment, and promote the full realization of equal employment opportunity.

EEO Counseling-Individual and Class Complaint: Contractor shall provide EEO counseling services for aggrieved employees or applicants for employment who believe they have been discriminated against. The goal of counseling is to informally resolve the pre-complaint and to advise aggrieved persons, in writing, of their rights and responsibilities.

PLEASE REVIEW THE PRICING REQUIREMENTS AND TRAINING REQUIREMENTS ATTACHMENT DOCUMENTS.

#### INVESTIGATION OF DISCRIMINATION COMPLAINTS:

Investigations shall include a thorough review of the circumstances under which the alleged discrimination occurred and the treatment of the complainant and member of the complainant's group(s) compared with the treatment of others not of complainant's group(s) in the organizational segment. Additionally, the investigation shall require a review of any policies and practices related to the alleged discrimination.

The investigation shall include:

- Preparation of an Investigative Plan;
- Obtaining of documentary information, including relevant statistics;
- Securing testimony, and;
- Preparing the investigative file including final Reports of Investigation (ROI).

The contractor shall not permit any agency official or the complainant to influence or direct the investigation.

The method of investigation shall be on-site investigations, by interrogatories or by telephone.

Three types of discrimination complaints may be investigated. The categories are: (1) individual complaints, (2) joined complaints, and (3) consolidated complaints. The Agency Contracting Officer/Technical Representative (COTR) will make the determination of category of complaint and number of issues contained in each complaint. Any disagreement between the Agency and the Contractor regarding the category of a complaint and/or the number of issues will be resolved through discussion between the Agency and the Contractor. If after discussion, an agreement between the parties is not reached, the Agency's EEO Director or designee will make the final determination.

#### PLANNING AND PREPARATION

To conduct an investigation as efficiently as possible, the Contractor shall:

Arrange accommodations, which may include, but are not limited to, arranging for a private meeting place, arranging access to a telephone and copy machine.

Submit a written request to the Agency for reasonable accommodations or aids for disabled individuals, as necessary and appropriate. The Agency retains the option to approve/disapprove such requests.

Furnish all essential equipment, materials, personnel, and supplies necessary to perform all of the work detailed herein, including investigating complaints, assembling the investigative files, and preparing the applicable reports.

Forward the case assignment, Letter of Authorization to investigate, and complaint file, via a method that includes a proof of receipt.

Develop an investigative plan and schedule within five (5) business days of receipt of the case assignment, which shall delineate all steps of the investigation (i.e., identify witnesses; method of investigation that will be used, etc.). The plan must be provided to the CO/COTR for review and approval immediately upon expiration of the five (5) day period. Plan must be approved by the Agency before the Contractor implements it. If the plan is disapproved, the Contractor must submit a revised plan within three (3) days of the disapproval.

Coordinate, schedule, and conduct interviews of all relevant witnesses identified in approved investigative plan.

Contact the CO/COTR for guidance and approval when new issue(s) arise that were not addressed or approved in the initial investigative plan. Additional issues may be added via the ordering procedures of the contract.

Submit a written report of investigation.

Only Contractor personnel with a signed Nondisclosure Agreement shall perform investigations and have access to data related to any complaint.

The Contractor shall gather relevant documentary and statistical information as outlined in, but not limited to EEOC MD-110. To gather relevant documentary and statistical evidence the Contractor shall:

Obtain objective evidence in regards to all claims for compensatory damages, e.g., medical records, or any other such documentation that would verify that an injury or harm had occurred;

Review all relevant personnel records and statistical data and make copies as needed for inclusion in the report of investigation;

Assemble the records/data collected in the format specified by the agency;

Contact the CO/COTR or his/her designee immediately to request assistance should the Contractor have difficulty in obtaining documentary evidence or statistical information.

#### SECURING TESTIMONY

The method of securing testimony shall be by the taking of affidavits during an on-site visit, through interrogatories or by telephone.

To secure testimony as efficiently as possible, the investigator shall at a minimum:

Show or fax all witnesses the Letter of Authorization for the investigation prior to the start of the interview.

Allow Complainant to review the Responsible Officials' affidavits in order to prepare a rebuttal affidavit.

Advise the Complainant immediately of the requirement to cooperate in the investigation. If the Complainant refuses to cooperate, the investigator shall proceed with the investigation, securing testimony from witnesses and obtaining all pertinent record information based on the

accepted issue(s). Additionally, the investigator shall immediately advise the cognizant Agency EEO Officer of this failure and shall follow up in writing to the CO/COTR. Inform each witness that he/she has been identified as having information relevant to the complaint.

Inform each witness of his/her right to representation during the securing of testimony.

Inform each witness of his/her right to present evidence.

Obtain testimony under oath or affirmation without a pledge of confidence.

Allow the witness to change his/her affidavit and require the witness to initial each change made. If substantive changes to the testimony relating to the issue(s) are made, the rewritten or retyped signed affidavit and the original affidavit shall be included in the investigative file. In this case, the Contractor shall prepare a memorandum to the file explaining the inclusion in the file.

Advise the witness of the requirement to cooperate in an EEO investigation if the witness fails to cooperate. Should the witness still refuse to cooperate, the investigator shall immediately verbally advise the cognizant Agency EEO Officer of this failure and shall follow up in writing to the CO/COTR.

#### COMPENSATORY DAMAGES CLAIMS

Some specific complaints may require an independent investigation. Investigation of a compensatory damages claim may require taking statements as well as securing documents. Evidence gathered during the investigation is to be compiled into a report, which is tabbed. The report is to be submitted within twenty (20) days of receipt of the written request for investigation. The CO/COTR will make the decisions to investigate compensatory damages claims and will coordinate with the investigator.

The investigator may disclose information or documents, as necessary, to obtain information from witnesses, e.g., to explain the allegations in a complaint, or to explain a manager's articulated reasons for an action in order to develop evidence bearing on that reason.

The investigator shall keep the CO/COTR informed of the progress of the investigation through weekly reports.

#### CONSOLIDATIONS & AMENDMENTS

If the Agency adds an amended issue or consolidate complaint to the investigation accepted by the Contractor after the investigator has commenced interviews with the management officials, the Agency shall compensate the Contractor at the rate of 60% above the original price for the amended or consolidated complaint and the contractor will be granted an additional thirty days to complete the investigation.

When the Agency adds an amended issue or consolidated complaint to the investigation accepted by the contractor after the investigator has commenced interviews with the management officials, the Agency shall permit the contractor to submit a partial invoice for the work completed, up to 60% of the original contract price, at the end of the original contract deadline, and the Agency will expeditiously satisfy this amount. The balance of the amount on the original and amended or consolidated complaints' investigation will be due only after the Contractor completes the entire investigation, and in accordance with the other terms in the Statement of Work herein.

#### PREPARATION OF REPORTS OF INVESTIGATION

The investigative file shall be arranged as follows:

Description of Complaint to include the following:

Name of the Complainant and Case Number



Title and Grade of Complainant's Position  
Name and Location of Agency and Unit Involved in the Complaint;  
Date of alleged Discrimination;  
Kind of Discrimination Alleged; and  
Nature of Action, decision or Condition Giving Rise to the Complaint

Description of Investigation:  
Identity of Investigator – Identify Subcontractor or Employee of Firm  
Dates of Investigation; and  
Date Report of Investigation submitted.  
Description of basis(s) and issue(s) in the complaint;  
Summary limited to a synopsis of the evidence;  
Survey of the general environment; and

Exhibits which shall include, but not be limited to:  
The Authority Letter to conduct the Investigation;  
Copy of the complaint(s);  
EEO counselor's report with attachments;  
Transmittal letters;  
Acceptance letter;  
Letters to Responsible Officials (RO);  
Documentation of any matters pending before the EEOC;  
Relationship or Organizational chart;  
Workforce profile annotated by name, title, position and the accepted basis(es);  
Affidavits of the Complainant, ROs, pertinent witnesses – Each affidavit shall be tabbed;  
Statistical information; and  
Documentation relevant to the issue(s) and basis(es). Each document shall be tabbed and or/sub-tabbed.

For example, each application shall have a sub-tab; a tab shall separate all of the applications from other documents.

Should the Contractor choose not to include an entire solicited document or material offered in evidence by the complainant, or a witness, in the investigative file, the Contractor shall have in the file a Memorandum to the Record stating the reasons for the exclusion.

The following kinds of information are privileged and normally should not be included in the Investigative File:

Medical information about the complainant or other witness unless it is pertinent to the disposition of the complaint.

Information that has a defense classification or that is proprietary.

#### DELIVERABLES

**FINAL REPORT OF INVESTIGATION:** One (1) original and five (5) copies of the Report of Investigation and, if required, a CD-ROM containing the Report of Investigation shall be submitted to the COTR within forty-five (45) days of receipt of the letter transmitting the files to the vendor. The Agency may order additional copies from the Contractor. Additional copies of reports ordered prior to delivery of the final report shall be due simultaneously with the report. In some instances, the Agency may require digital copies in lieu of paper copies.

**SUPPLEMENTAL INVESTIGATION:** Within ten (10) days of receipt of the Final Report of Investigation, the COTR shall forward the corrected copy of the Report to the CO/COTR within fifteen (15) days of receipt of the comments of the COTR.

**SANITIZING OF REPORTS OF INVESTIGATION:** The original and all copies of final reports shall be sanitized as follows: The home address, home telephone number, and social security number for all witness and other individuals (e.g., applicants for a position) shall not be released. Further sanitation efforts may be required by the agency.

**INVESTIGATIVE FILE CONTENT AND FORMAT:** The content and format of the investigative file shall be in accordance with EEOC MD 110 and any subsequent revision issued by the EEOC. Completed reports will be assembled in numerical order, as shown in Sections 6.0 of the S.O.W, using the tabs and sub-tabs. Each volume of a report shall be labeled using the complaint's name, agency docket number, volume number and agency name. The FINAL REPORT shall have a hard cover. The report shall be securely bound and fastened.

#### **REQUESTS FOR EXTENSION OF THE INVESTIGATION**

Any request by the Contractor to extend an investigation beyond the period stipulated by the agency must be submitted to the CO/ COTR for approval. Requests should be received at least two (2) working days before the due date on an investigation.

#### **PENALTIES FOR FAILING TO TIMELY DELIVER REPORT OF INVESTIGATION**

If the Contractor fails to deliver the Report of Investigation to the CO/COTR or his/her designee within the specified date agreed to for delivery, the Contractor will be subject to the loss of fees or payment as follows:

Time Beyond Due Date	Penalty
Ten (10) calendar days beyond due date	10% of original fee
Twenty (20) calendar days beyond due date	30% of original fee
Thirty (30) calendar days beyond due date	50% of original fee
Forty (40) calendar days beyond due date	70% of original fee
Fifty (50) calendar days beyond due date	100% of original fee

Penalties shall not apply where the Agency has granted an extension of the due date prior to the expiration of the original due date. Penalties shall not apply where delay is due to Agency action or inaction, such as failing to provide Contractor with documents, witness lists, location of witnesses, or where Agency witnesses fail to appear for scheduled interviews or otherwise make themselves unavailable to the Contractor.

If the Contractor fails to deliver the Report of Investigation on the fiftieth day beyond the due date, then the Contractor must return the case file on that date to the COTR or her/his designee.

#### **PENALTIES FOR REVISING THE REPORT OF INVESTIGATION FOR QUALITY**

After reviewing the Report of Investigation if the CO/COTR determines the Report of Investigation deficient in quality because information essential to the issues in the complaint is absent, the investigative summary is poorly drafted or the case file is not properly organized, the CO/COTR may return the case file to the Contractor to remedy the deficiency. If the CO/COTR returns the Report of Investigation for revision, the Contractor will be subject to the loss of fees or payment as follows;

Time to Complete Revision	Penalty
Fifteen (15) calendar days	No Penalty
Thirty (30) calendar days	10% of original fee
Forty-five (45) calendar days	25% of original fee
Sixty (60) calendar days	50% of original fee

If the Contractor fails to complete the revision of the Report of Investigation on the sixtieth day following return of the case file from the CO/COTR to the Contractor for revision, then the Contractor must transmit the case file back to the CO/COTR. Under this circumstance, the Contractor will receive no compensation for the investigation.

#### TERMINATING OR INTERRUPTING THE INVESTIGATION PRIOR TO COMPLETION

The Complainant and the Agency may elect to engage in alternative dispute resolution (ADR) during the course of the investigation of a complaint, or Complainant may withdraw the complaint, file a civil action or the case may otherwise terminate or interrupt. If such case, the Contractor will be so notified in order to suspend, continue and/or end the investigation. The Agency shall compensate the Contractor for the documented time spend, in accordance with terms of the agreement, conducting the investigation to that point, prior to notification to the Contractor.

#### OBJECTIVITY OF INVESTIGATORS

The Contractor shall monitor the work of its investigators to ensure their objectivity throughout the investigation of a complaint. If the Contractor determines that an investigator may be biased toward the agency or the complainant, the Contractor must remove the investigator and assign another in his/her place. The Agency may at any time request the removal of an investigator where facts demonstrate that the investigator is biased toward either party.

#### TRAINING OF INVESTIGATORS

Training for EEO Complaint Investigators must be in accordance with EEOC Management Directive (MD) 110. Investigators hired after November 9, 1999, must have completed at least thirty-two hours of investigator training before conducting investigations. This training requirement may be waived for experienced Investigators; however, all Investigators must receive continuing eight hours of investigators training each year.

#### PREPARATION OF AN ANALYSIS & RECOMMENDED FINAL AGENCY DECISION (FAD) IN DISCRIMINATION COMPLAINTS

The Contractor shall prepare an analysis and recommended final agency decision relating to the issue(s) alleged in the complaint(s). The recommended final agency decision shall consist of a presentation of fact, a determination as to whether or not discrimination was found, the basis for the determination made in accordance with the appropriate models of analysis and applicable case law, and a recommended course of action. The analysis and recommended final agency decision shall be clear, concise, logical, well reasoned, well documented, and fully supported. The Contractor's findings, conclusions and recommendations are not binding on the ordering agency. The analysis and recommended final agency decision shall be submitted to the ACP.

#### INQUIRY, RESOLUTION ATTEMPT, AND PREPARATION OF AN ANALYSIS AND

## RECOMMENDED FINAL AGENCY DECISION (FAD) ON ALLEGATIONS OF NONCOMPLIANCE WITH SETTLEMENT AGREEMENTS OR FINAL DECISIONS

### Inquiry Into Allegations of Noncompliance With Settlement Agreements and Preparation of an Inquiry Report

The Contractor shall review the settlement agreement and allegation(s) of breach of the terms of the settlement agreement and conduct an inquiry sufficient to determine whether a breach has occurred and to recommend resolution to the ACP based on the findings during the inquiry. The inquiry report shall include but is not limited to statements of complainant and witnesses, copies or extracts of records, and policy statement(s) or regulations of the agency, organized to show their relevance to the issue of noncompliance. If resolution efforts are successful, a proposed settlement agreement shall be prepared and coordinated with the ACP.

### Analysis and Recommended Final Agency Decision

The analysis and recommended final agency decision shall consist of a presentation of fact, a determination as to whether or not noncompliance occurred, the basis for the determination made in accordance with applicable case law, and a recommended course of action. The analysis and recommended final agency decision shall be clear, concise, logical, well reasoned, well documented, and fully supported. The Contractor's findings, conclusions and recommendations are not binding on the ordering agency.

To conduct the inquiry as efficiently as possible, the ordering agency shall:

1. Forward the case file to the Contractor. The file shall include the Letter of Authorization to conduct the inquiry and a summary of the circumstances of the alleged issue(s) of noncompliance.
2. Inform agency personnel that failure to cooperate with the Contractor may result in disciplinary action and/or drawing of adverse inference(s).
3. Have the option of requesting the Contractor to submit an inquiry activity action plan. If the ordering agency requests a copy of the action plan, the ACP shall review the plan and discuss any discrepancy with the Contractor.
4. Assist in the coordination of appointment(s) made by the Contractor with management official(s) to discuss noncompliance issues and/or resolution.
5. Review terms and conditions of the proposed settlement agreement(s) recommended by the Contractor.

The Contractor shall review the settlement agreement or final decision, gather documentary and statistical information, as outlined in but not limited to the Complaint Evidence Checklist (EEO Management Directive MD-110) for inclusion in the inquiry report.

To secure testimony/information as efficiently as possible, the Contractor shall:

1. Show all parties picture identification and the Letter of Authorization prior to the start of any face to face interview or conference. In all other instances, provide a copy of the Letter of Authorization with any written request for relevant information.
2. Inform each person interviewed that he/she has been identified as having information relevant to the issue of noncompliance.
3. Inform each person interviewed of his/her right to present evidence.
4. Disclose information or documents, as necessary, to obtain information from persons interviewed and to explain the issue(s) of noncompliance.

## RESOLUTION ATTEMPT AND REPORT OF INQUIRY REGARDING NOTICES OF INTENT TO SUE UNDER AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967,

#### AS AMENDED

**Inquiry Into Notices of Intent To File a Civil Action In Age Discrimination Complaints**  
The Contractor shall review the allegation(s) of age discrimination and conduct an inquiry sufficient to determine whether there is evidence that unlawful age discrimination occurred and to recommend resolution or a final agency decision to the Agency Contact Person (ACP) based on the findings during the inquiry. The inquiry report shall include but is not limited to statements of complainant and witnesses, copies or extracts of records, policy statement(s), and regulations of the agency, organized to show their relevance to the issue of age discrimination.

#### Report of Inquiry

The report of inquiry shall include a presentation of fact, a recommendation as to whether or not unlawful age discrimination has occurred, the basis for the determination made in accordance with applicable case law, and a recommended course of action. The report of inquiry shall be clear, concise, logical, well reasoned, well documented, and fully supported. If resolution efforts are successful, a proposed settlement agreement shall be prepared and coordinated with the ACP.

To conduct the inquiry as efficiently as possible, the ordering agency shall:

1. Forward the case file to the Contractor. The file shall include the Letter of Authorization to conduct the inquiry and a summary of the circumstances of the alleged issue(s) of discrimination.
2. Inform agency personnel that failure to cooperate with the Contractor may result in disciplinary action.
3. Assist in the coordination of appointment(s) made by the Contractor with management official(s) to discuss the issue of discrimination and/or resolution.
4. State the method of inquiry in the delivery order.

The Contractor is responsible for gathering testimonial, documentary, and statistical information sufficient to develop a thorough inquiry report.

#### ALTERNATIVE DISPUTE RESOLUTION

At a minimum, the Contractor shall include the following steps in the ADR process:

**ADR Action Plan:** The Contractor shall develop an ADR Action Plan, including milestone dates. The ADR Action Plan shall be made available to the Agency Contact Person (ACP) in accordance with the timeframes of this Statement of Work (SOW). The ADR Action Plan shall identify the name of the proposed dispute resolution professional and include a copy of the dispute resolution professional's resume detailing his/her ADR experience.

**Review of Agency Dispute File:** The Contractor, at the request of the ordering agency, shall review the agency dispute file to determine the specific action(s) that caused the aggrieved person to believe that he/she is a victim of discrimination.

**Meetings/Caucuses:** The Contractor shall advise the principal parties of the time and place for the ADR meeting(s). The Contractor shall conduct meetings, jointly or separately, and shall explore with the parties various options for resolving the dispute. Meetings shall be conducted during normal duty hours of the principal parties. The Contractor shall also mediate like or related issues raised during the ADR process, after coordination and negotiation of price(s) with the ACP.

**Initial Meeting:** The Contractor shall, before beginning ADR and throughout the process, review with the parties the ADR process, respective responsibilities of the dispute resolution professional and the parties, affirm the party's willingness to participate in the process, and fully explain EEO procedures and guidelines relating to ADR.

**Identification of Issue(s) and Basis(es):** The Contractor shall encourage and elicit sufficient information from the parties to ensure that the issue(s) is clearly defined.

**Agreement:** If the allegation(s) is resolved and full or partial agreement is reached on the substance of the dispute, the Contractor shall assist the parties in putting the proposed agreement in writing and obtaining appropriate concurrence and signatures from the parties. The Contractor shall forward two (2) original copies of the agreement to the ACP. The ACP shall provide an original agreement to the complainant. An extension of up to five (5) days may be permitted by the ACP to obtain signatures.

**Closure:** When it becomes apparent to the Contractor that resolution will not be reached, the Contractor shall inform the parties that their efforts to settle the dispute have been unsuccessful and shall close the ADR process. The Contractor shall maintain confidentiality in the process unless required to by law.

**Information Exchange:** The Contractor shall determine whether the parties need to share information about the dispute. This exchange of information shall be coordinated and its scope limited by the Contractor, and may be accomplished through depositions, exchanges of information across the negotiating table by way of stipulations as to the facts, or as determined by the Contractor. The information shall include all relevant dates for each disputed allegation and shall be coordinated with the ACP. When the facts are not in dispute (because the parties are familiar with each others' version of the facts and they agree on the facts), the facts are not complicated, or only the interests of the parties need to be addressed, the Contractor may determine that an exchange of information shall not be necessary. The agency shall:

Determine when an aggrieved person or complainant is to be referred to the Contractor for ADR.

1. Obtain written consent agreement from the parties to participate in the ADR process.
2. Forward the case to the Contractor. This shall include the letter of authorization and other relevant documents as determined by the agency.
3. Provide private meeting space for the on-site visit and/or authorize other method(s) of ADR to accomplish resolution.
4. Provide other accommodation(s)/aid(s) that may be requested by persons with disabilities.
5. Coordinate and negotiate cost(s) for the resolution of like and related issues raised after receipt of the task order by Contractor.
6. Make available agency officials who will be able to respond to questions and who have authority to resolve the dispute.

The Contractor is required to adhere to the Model Standards of Conduct for Mediators promulgated by the Society of Professionals in Dispute Resolution, the American Arbitration Association, and the American Bar Association.

**Confidentiality:** All information revealed during the ADR process is confidential. The Contractor shall advise the parties to the resolution attempt of their obligation to resist disclosures of information about the contents and outcomes of the ADR process. The Contractor in connection with the ADR function shall not utilize electronic devices used for recordings or transcripts of ADR proceedings or conferences.

Additional Services: Upon request of the agency, the Contractor and the ACP may negotiate terms and conditions for additional ADR services, e.g. neutral evaluations, conciliation, mini-trials, etc. Upon request of the agency, the Contractor may apply ADR techniques in situations where the Federal government is the interested party. An example is Title VI Americans with Disabilities Act.

## EEO TRAINING AND CONSULTING

### Consultant Services

The EEO consultant will review the current agency environment, make recommendations, point out opportunities for improvement, and recommend appropriate training, handbook development, etc. The Contractor shall not proceed with training, handbook development, etc., without a separate task order. Specific requirements shall be established in each task order.

### Training Courses

The Contractor shall, in regard to each training course ordered:

1. Determine curriculum needed to implement training requirements
2. Write task statements, learning and instructional objectives, and training course evaluation criteria
3. Be familiar with and have the capability to provide agencies with methods and media appropriate to attain training objectives, i.e. distance learning, computer courseware, videoconferencing, etc.
4. Develop and write specifications for training plans and training and instructional materials
5. Use appropriate and realistic strategies for collecting feedback
6. Select procedures for validating the course content.

Custom designed materials designed specifically for the Government shall become the property of the Government and shall not be used commercially by the Contractor. Course duration shall be specified in the task order by the ordering agency. Course cancellation and rescheduling shall be coordinated between the Contractor and the ordering agency.

The Contractor shall be responsible for:

1. Registration of agency employees (by mail, fax, telephone, electronic mail, in person)
2. Confirmation notification
3. Training accessibility
4. Course evaluation form
5. Providing upon request, reasonable accommodations or aids for disabled individuals.

The ordering agency shall be responsible for:

1. Developing course objectives and forwarding the training objectives for the course(s) requisitioned to the Contractor
2. Determining employee-training needs
3. Securing location and private training space and access to telephone and copy machines
4. Providing upon request, reasonable accommodations or aids for disabled individuals
5. Evaluating training course content and training course evaluation form
6. Notifying the Contractor of the substitution or withdrawal of agency employees
7. Determining course hours and attendance
8. Assessing training course evaluations.

NOTE: It is at the agency's discretion to provide VCR's, televisions, overhead projectors and other audiovisual aids or other equipment necessary for training purposes.

#### EEO COUNSELING—INDIVIDUAL AND CLASS COMPLAINT

The counseling service shall be performed in accordance with the Equal Employment Opportunity Commission (EEOC) regulations set forth at 29 C.F.R. Part 1614; EEO Management Directive (MD)-110, Chapter 2; EEOC's "A Guide to Effective EEO Counseling"; and any subsequent law, statute, regulation, or directive included within the scope of this contract. If resolution efforts are successful, a proposed settlement agreement shall be prepared and coordinated with the ACP. Three types of potential complaints are to be counseled: (1) individual, (2) class, and (3) consolidated.

The ordering agency may authorize the use of various methods to complete the counseling activity. These methods could include an exchange of letters or position papers, on-site visits, or any other method or combination of methods that would lead to the development of the counseling report.

For complaints consolidated for multiple complainants, the Contractor shall consolidate the counseling activity. However, all counseling reports shall be individualized. For example, if three allegations are raised over non-selection (two on the basis of age and one on the basis of race and sex), the Contractor shall make one on-site visit to perform all necessary interviews and discuss all of the complaints with the responsible official(s), but shall provide three (3) sets of Reports of Counseling (one dealing with the first complainant, one dealing with the second complainant, and one dealing with the third complainant).

The counseling service shall include at a minimum the following:

1. Counseling Activity Action Plan: The Contractor shall, upon request from the ordering agency, provide a plan of action to complete the counseling task. Any such plan will be prepared in the format specified by the ordering agency.

1. Issue(s) and Basis(es) Determination: The Contractor shall determine the specific action(s) which caused the aggrieved person to believe he/she is a victim of discrimination. The Contractor shall clearly define the issues and obtain the aggrieved person's agreement, in writing, on the issue as framed.

1. Inquiry: The Contractor shall interview relevant individuals to secure information about the issue and review relevant agency records. The Contractor's counseling report shall include all relevant dates for each allegation raised to ensure that the issue was raised in a timely manner. The Contractor shall also determine what documents control the action giving rise to the issue being grieved and make them a part of the counseling report.

1. Informal Resolution Efforts: The Contractor shall attempt resolution of the issue(s) and document all resolution efforts. All resolution efforts shall be coordinated with the agency contact person (ACP). If the allegation(s) is resolved, the Contractor must prepare the specific terms and conditions of the settlement agreement and signed by the parties specified by the ACP.

1. Report of Counseling: The Contractor shall ensure that the Counseling Report includes but is not limited to the following:

- a. A precise description of the issue(s) counseled and the basis(es) stated by the complainant
- b. Relevant documents gathered during the inquiry



- c. Specific information bearing on timeliness of the counseling contact
- d. If timeliness appears to be a factor, a written explanation for the delay
- e. An indication as to whether an attempt to resolve the complaint was made and a summary of any resolution effort.

1. Contractor's Advice To The Aggrieved Person:

The Contractor shall, in accordance with MD-110, Chapter 2, Attachment E, EEO Counselor Checklist, advise individuals in writing of their rights and responsibilities. The Contractor shall advise the aggrieved person in writing, of the following, in accordance with 29 C.F.R. 1614.105(b):

- a. EEO complaint process
- b. Election requirements
- c. Right to anonymity
- d. Right to representation
- e. Duty to mitigate damages
- f. Duty to keep the agency informed of current mailing address
- g. Duty to serve copies of appeal papers on the agency

The ordering agency shall:

- 1. Arrange accommodations that include but are not limited to a private meeting place and access to a telephone and copy machine. Upon request, the ACP will provide reasonable accommodations or aids for disabled individuals.
- 2. Forward the case file to the ACP. The file shall include the letter of authorization to counsel the aggrieved individual; informal complaint documents, if applicable; and a summary of the circumstances or issue(s) of the complaint as presented.
- 3. Include travel costs where travel may be anticipated to accomplish the counseling activity.
- 4. Inform agency personnel that failure to cooperate with the Contractor may result in disciplinary action and/or drawing of adverse inference(s).
- 5. Have the option of requesting the Contractor to submit a counseling activity action plan. If the ordering agency requests a copy of the action plan, the ACP shall review the plan and discuss any discrepancy with the Contractor.
- 6. Assist in the coordination of appointment(s) made by the Contractor with management official(s) to discuss resolution.

The Contractor shall gather documentary and statistical information as outlined in but not limited to the Complaint Counseling Checklist, MD-110. To secure relevant information as efficiently as possible, the Contractor shall:

- 1. Show all parties picture identification and the Letter of Authorization prior to the start of any face to face interview or conference. In all other instances, provide a copy of the Letter of Authorization with any written request for relevant information.
- 2. Inform each person interviewed that he/she has been identified as having information relevant to the issue of noncompliance.
- 3. Inform each person interviewed of his/her right to present evidence.
- 4. Disclose information or documents, as necessary, to obtain information from persons interviewed and to explain the issue(s) of noncompliance.

#### REFERENCE MATERIALS

The Contractor shall be responsible for printing, design, distribution, data collection and analysis, information organization, editing, copyrighting, and future editions. Materials designed specifically for the Government shall become the property of the Government and shall not be used commercially by the Contractor.

The agency shall be responsible for:

1. Developing objectives and general specifications for the content and format of the material ordered and providing it to the Contractor
2. Reviewing and evaluating materials developed
3. Defining the audience
4. Determining the number of copies to be delivered
5. Determining the scope of distribution
6. Providing assistance and general guidance to the Contractor, as requested.

**Sales:** \$19,650,019

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R499

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million
561410	Document Preparation Services	\$7 million
561611	Investigation Services	\$12.5 million

**595 26 --- Private Shared Service Center for non-Core HR Services (offered by contractors awarded 595-22):**

These non-Core services comprise HR Strategy. Organization and Position Management, Staff Acquisition, Performance Management, Compensation Management, Human Resource Development, Employee Relations, Labor Relations, and Separation Management. The technical requirements for this SIN are defined by the Office of Personnel Management's Business Reference Model for the HR Line of Business.

NOTE: PROPOSALS FOR SIN 595-26 ARE NOT BEING ACCEPTED AT THIS TIME.  
THE PERIOD FOR SUBMITTING PROPOSALS IS CURRENTLY CLOSED.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R799

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541612	Human Resources Consulting Services	\$7 million

**595 27 --- Pre-Employment Background Investigations**

A variety of timely pre-employment background investigations for persons seeking Federal Government employment are provided. Examples of Pre-Employment Screening support include but are not limited to: Provide background investigations (background checks) for potential or existing employees in accordance with applicable Federal, State and local

regulations. Examples include: Verification of previous employers; salary histories; criminal records checks; education verification; and credit history checks. All investigative activities must be conducted in compliance with the Fair Credit Report Act as amended. Upon request, investigative services offered include Local Agency Check (LAC), National Agency Check with Local Agency Checks and credit checks (NACLC), Single Scope Background Investigations (SSBI), SSBI - Periodic Reinvestigation (SSBI-PR) and Misconduct Investigations (SSBI-MI). These investigative services can support the authorized Department/Agencies in acquiring Reports of Investigation (ROI) in areas of public trust, national security and suitability investigations conducted by the Federal Government in compliance with appropriate sections of the United States Code (i.e. Title 5, Title 15), Executive Orders and requesting Department/Agency Directives, Policies and Procedures. Service providers must operate from a facility approved in accordance with the provisions of the National Industrial Security Program Operating Manual (NISPOM). Investigative Support Personnel and the Field Investigator staff must have active security clearances to the appropriate level as required by the customer Agency/Department.

**NOTE: CONTINUED FROM ABOVE SIN DESCRIPTION**

These investigations may include, but are not limited to: absence without leave and attendance irregularities; conducting personal business during the duty hours; fighting, threatening, harassing, or abusing co-workers, supervisors, or the public; refusal or failure to follow lawful instructions or procedures; insubordination or neglect of duty; misuse of government vehicles, facilities, personnel, or equipment; falsification of employment applications or other government documents; alcohol or drug abuse; violations of employee ethical conduct standards.

**NOTE:** Offeror must confirm that they are NISPOM compliant.

The following are descriptive requirements for the high-end background investigations:

**National Agency Check with Local Agency Checks and Credit Checks (NACLC):**

The contractor shall perform a National Agency Check as part of a personal security investigation consisting of a search of records of appropriate national agencies, to include at a minimum an FBI-Headquarters check, and FBI-CJIS Fingerprint check, a review of the OPM Security/Suitability Investigations Index (OPM SII), and a review of the DOD Defense Clearance Investigations Index (DCII). A NAC may also include a check of CIA, INS, State Department, Military Personnel Records Center, Treasury, etc., as appropriate. A NAC is a part of all investigations and reinvestigations for access to classified information. (Note: Individuals whose Confidential or Secret access was based on a NAC can only continue to hold that access without reinvestigation until it is time for their periodic reinvestigation. Also, NAC(s) are the basis for trustworthiness decisions.) Also included are reviews of local law enforcement agencies covering the area(s) where the Subject has resided, worked, and/or attended school during the last five years, plus credit checks covering the area(s) in which the subject has resided, worked, and/or attended school during the last seven years. A NACLC is the minimum DOD investigation requirement to determine eligibility for access to CONFIDENTIAL and SECRET.

**Local Agency Check (LAC):** The contractor shall perform a LAC by reviewing the appropriate criminal history records at the local law enforcement agencies (e.g., Police Department, Sheriff's Office, etc.) with jurisdiction over the areas where the subject has resided, gone to school, or worked. Also included are reviews of local law enforcement agencies covering the area(s) where the Subject has resided, worked, and/or attended school during the last five years, plus credit checks covering the area(s) in which the Subject has resided, worked, and/or attended school during the last seven years.

Single-Scope Background Investigation (SSBI): The contractor shall perform personnel security investigation for critical sensitive positions and for access to SCI or for a collateral TS clearance. The scope for an SSBI varies- some items require seven years coverage (such as financial reviews) and others require ten years (such as local agency checks), or from the date of the Subject's 18th birthday, whichever is shorter, provided it covers at least the last two full years but does not proceed the Subject's 16th birthday.

SSBI Periodic Reinvestigation (SSBI-PR): The contractor shall perform an investigation conducted to update a previously completed background investigation (SSBI or PR) on persons occupying positions with access to sensitive and/or classified DOD information (Top Secret, Top Secret SAP, and SCI). The scope of the SSBI-PR is the most recent five years, or the period since the last investigation, whichever is longest (however, the financial review will not exceed the last seven years).

Note: In addition to CI-FSS-151 ADDITIONAL EVALUATION FACTORS FOR AWARD (MAR 2008), offeror's wishing to provide NACLC, LAC, SSBI and SSBI-PR shall demonstrate they have at least two (2) years of relevant experience in HR outsourcing at the federal, state, or local government levels on an organization wide basis regionally or nationally. Experience in the commercial sector may be substituted for experience in the government sector. However, the experience must be similar in complexity to the work required under this solicitation. Key personnel/individual experience may be substituted for corporate experience. Offers shall include a complete description of two (2) to three (3) of their largest dollar projects completed within the last two (2) years relevant to the specialized work offered. Work must be similar in complexity to the work required under this solicitation. The contractor must operate from a facility approved in accordance with the provisions National Industrial Security Program Operating Manual (NISPOM). Investigative Support Personnel and the Field Investigator staff must have an active personnel security clearance to the appropriate levels as required by the requesting Agency/Department. All Report(s) of Investigation (ROI) submitted must be in accordance with the appropriate Executive Orders, USC(s), all requesting Agency/Department policies, and procedures in effect at the time the ROI is completed.

Misconduct Investigations (SSBI-MI): The contractor shall conduct investigations of misconduct by agency employees. The misconduct involved may concern violations of policy, rules, regulations, or law that the government has determined do not warrant criminal prosecution but could result in discipline, disqualification, or disbarment from government employment, contracts, entitlements or benefits. These investigations may include, but are not limited to: absence without leave and attendance irregularities; conducting personal business during duty hours; fighting, threatening, harassing, or abusing co-workers, supervisors, or the public; refusal or failure to follow lawful instructions or procedures; insubordination or neglect of duty; misuse of government vehicles, facilities, personnel, or equipment; falsification of employment applications or other government documents; alcohol or drug abuse; violations of employee ethical conduct standards.

Note: In addition to CI-FSS-151 ADDITIONAL EVALUATION FACTORS FOR AWARD (MAR 2008), offerors wishing to provide SSBI-MI shall demonstrate that they have at least two (2) years of relevant experience in conducting misconduct investigations at the federal, state or local government levels on an organization wide basis regionally or nationally.

Requesting Department/Agencies may require active personnel security clearances of investigative support personnel or field investigator staff. All Reports of Investigation (ROI) submitted must be in accordance with appropriate Executive Orders, USC(s), as well as any

requesting Agency/Department policies and procedures in effect at the time the ROI is completed. Examples of applicable Executive Orders (EO) and United States Code(s) (USC) are, but not limited to: 5 USC 7301, 5 USC 301, EO 12674.

**Sales:** \$53,645,105

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R499

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561611	Investigation Services	\$12.5 million

**595 28 --- HR Support: Social Services**

Contractor provides essential personal support services. It provides full range of human resources employee assistance and related social services including, but not limited to traditional EAP, vocational/rehabilitation and physical /occupational therapy and outpatient services, personal, child/youth and family support services, emergency response and relief social services, community-based civic social services and social advocacy (personal care, daycare, religious and human rights consulting support) educational and public health program administration, service registries (employment, ship crew, daycare, etc), veterans readjustment, benefit/compensation, consultation in the areas of individual and family personal, business, financial enhancement. Provide advice, training, and counseling in self-improvement, health and wellness training, stress management, family situations, substance abuse and legal consultation. Services may be short or long term, bundled or unbundled.

NOTE: SIN 595-28 Social Services: Social Services may include but are not limited to the following:

Employee Assistance: Contractor shall offer a full range of Employee Assistance Program (EAP) services. Examples of Employee Assistance support include but are not limited to: provide advice, training and counseling in self-improvement, health and wellness training, stress management, family situations, substance abuse and legal consultation, vocational/rehabilitation and physical/occupational therapy and outpatient services, personal, child/youth and family support services, emergency response and relief social services, community-based civic social services and social advocacy (personal care, daycare, religious and human rights consulting support), educational and public health programs, veterans readjustment, benefits/compensation, consultation in the areas of individual and family personal, business and financial enhancement, provide advice, training and counseling in self-improvement, health and wellness training, stress management, family situations, substance abuse, and legal consultation. Services may be short or long term, bundled or unbundled.

**Sales:** \$8,081,621

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R799

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541110	Offices of Lawyers	\$7 million
541611	Administrative Management and General Management Consulting Services	\$7 million
541612	Human Resources Consulting Services	\$7 million
561311	Employment Placement Agencies	\$7 million
621410	Family Planning Centers	\$10 million
621420	Outpatient Mental Health and Substance Abuse Centers	\$10 million
624230	Emergency and Other Relief Services	\$7 million
624310	Vocational Rehabilitation Services	\$7 million
624410	Child Day Care Services	\$7 million
713940	Fitness and Recreational Sports Centers	\$7 million
812191	Diet and Weight Reducing Centers	\$7 million
812210	Funeral Homes and Funeral Services	\$7 million
813110	Religious Organizations	\$7 million
813311	Human Rights Organizations	\$7 million
813410	Civic and Social Organizations	\$7 million
923110	ADMINISTRATION OF EDUCATION PROGRAMS	Not available
923120	ADMINISTRATION OF PUBLIC HEALTH PROGRAMS	Not available
923130	ADMINISTRATION OF HUMAN RESOURCE PROGRAMS (EXCEPT EDUCATION, PUBLIC HEALTH, AND VETERANS' AFFAIRS PROGRAMS)	Not available

## Part II - CONTRACT TERMS AND CONDITIONS

### NOTICE CONCERNING RESPONSES TO THIS SOLICITATION:

NO HARD COPY RESPONSES WILL BE ACCEPTED UNDER THIS REFRESH.

The following link provides guidance on utilizing the eOffer and eMod systems, obtaining digital certificates, and using the eOffer and eMod Training Guides: <http://eoffer.gsa.gov>

GSA has developed eOffer, a web Based application that allows an Offeror to prepare and submit an MAS offer electronically. eOffer is designed to create an interactive, secure environment that simplifies the contracting process from submission of offers to contract awards. eOffer uses the latest digital authentication technology to ensure the integrity of data and to electronically sign the offer. Digital certificates are required in order to use eOffer. The eOffer website at [www.gsa.gov/eoffer](http://www.gsa.gov/eoffer) contains a variety of information regarding the eOffer application, including available training, information regarding digital certificates. PLEASE BE ADVISED ANY OFFER SUBMITTED MUST BE SUBMITTED THROUGH THE Eoffer PROCEDURES. NO PAPER COPIES OF OFFERS WILL BE CONSIDERED.

PLEASE NOTE: EFFECTIVE JULY 15, 2010, ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS EOFFERS (<http://eoffer.gsa.gov>). No hard copy responses will be accepted after this date.

### NOTICE CONCERNING MODIFICATION TO ALL CONTRACTS AWARDED UNDER THIS SOLICITATION.

GSA WILL ONLY ACCEPT MODIFICATION REQUESTS SUBMITTED ELECTRONICALLY AS EMODS (<http://eoffer.gsa.gov>).

As of July 15, 2010, GSA's National Administrative Services and Office Supplies Acquisition Center will only accept contractor-initiated modification requests through the GSA eMod System.

The following link provides guidance on utilizing the eMod system, obtaining digital certificates, and using the eMod Training Guide: <http://eoffer.gsa.gov>.

Notice is hereby providing that the Standing Solicitation for Multiple Award Schedule 738X for Human Resources & EEO Services has been refreshed. The new solicitation number 2FYA-AR-060004-B Refresh 16 will replace solicitation number 2FYA-AR-060004-B Refresh 15 March 29, 2010 and includes updated clauses and provisions.

Offerors are responsible for payment to Open Ratings, Inc. for past performance evaluation prior to submission of an offer.

The solicitation is open continuously with no closing date. The resultant contracts are awarded as Indefinite Delivery, Indefinite Quality; Fixed Price Adjustment. Contract periods commence on the Date of Award through a 5-year base period with three 5-year option periods. The resultant contracts provide a streamlined acquisition approach for federal agencies to obtain Human Resources & EEO Services. Agency ordering procedures for services and further information on GSA Multiple Award Schedules programs may be found at [www.gsa.gov/schedules](http://www.gsa.gov/schedules).

GSA is only issuing this solicitation/request for proposal through the FedBizOpps internet site, GSA will not provide paper copies of this solicitation. Interested parties may access the solicitation at Internet address <http://www.FedBizOpps.gov>. This site contains information describing the Federal Business Opportunities and how to register to receive automatic notices of acquisitions. All responsible sources may submit an offer which shall be considered by this agency.

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### Begin Regulation

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#### **52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)**

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act).

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all

subcontracts that are funded in whole or in part with Recovery Act funds.

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**Begin Regulation**

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**52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT –  
REPORTING REQUIREMENTS (JUL 2010)**

(a) *Definitions.* For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation etc.) see the Frequently Asked Questions (FAQs) available at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors). These FAQs are also linked under <http://www.FederalReporting.gov>.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from the Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10th day following the end of each calendar quarter. The Contractor shall review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be updated from time-to-time. The first report is due no later than the 10th day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. For information on when the Contractor shall submit its final report, see [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

(d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov>.

- (1) The Government contract and order number, as applicable.
- (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
- (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
- (4) Program or project title, if any.
- (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
- (6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
- (7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Contractor's and first-tier subcontractors' workforce for all first-tier subcontracts valued at \$25,000 or more. At a minimum, the Contractor shall provide —
  - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long



as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime Contractor and all first-tier subcontracts valued at \$25,000 or more, in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at

[http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if —

(i) In the Contractor's preceding fiscal year, the Contractor received —

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at \$25,000 or more and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in paragraphs (d)(10)(i), (ix), (x), (xi), and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country.

Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if —

(A) In the subcontractor's preceding fiscal year, the subcontractor received —

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(xii) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the subcontractor's workforce. At a minimum, the subcontractor shall provide —

(A) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the subcontractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(B) An estimate of the number of jobs created and jobs retained by the subcontractor in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

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#### **Begin Regulation**

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### **52.209-8 UPDATE OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010) (DEVATION I – OCT 2010)**

(a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted to April 15, 2011.

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has

been posted by the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) Public access to information in FAPIIS.

(i) Public requests for system information that was submitted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

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**Begin Regulation**

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**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS –  
COMMERCIAL ITEMS (OCT 2010) (ALTERNATE II – OCT 2010)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

[ Not applicable ] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)	Clause
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)	Clause
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)	Clause
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) (ALTERNATE II -- OCT 2001)	Clause
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JUL 2010)	Clause
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	Clause
52.222-26	EQUAL OPPORTUNITY (MAR 2007)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause

52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2006)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)	Clause
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (AUG 2009)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	Clause
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.--FLAG COMMERCIAL VESSELS (FEB 2006)	Clause

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)	Clause

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to--

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary

course of business or pursuant to a provision of law.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than--

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(A) 52.203–13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110–252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203–15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111–5).

(C) 52.219–8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222–26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222–35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(F) 52.222–36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(G) 52.222–41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(H) 52.222–50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(I) 52.222–51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(J) 52.222–53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(K) 52.222-54, Employment Eligibility Verification (Jan 2009).

(L) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(M) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.

- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

Note: Regulation 52.212-5

In accordance with the Federal Acquisition Circular 2005-47 (December 13, 2010) revision of Alternate II of clause 52.212-5, paragraphs (d)(1) and (e)(1) are changed to read:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right toâ##

(i) Examine any of the Contractorâ##s or any subcontractorsâ## records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other thanâ##

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1).

Unless otherwise indicated below, the extent of the flow down shall be as required by the clauseâ##

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(F) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f)

of FAR clause 52.222-40.

(H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipmentâ##Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Servicesâ##Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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#### Begin Regulation

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### 52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through Contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the ordering activity deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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#### Begin Regulation

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### 52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION II — FEB 2007)16.506(b)

(a) Minimum order. When the ordering activity requires supplies or services covered by this contract in an amount of less than \$100.00, the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the ordering activity is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the ordering activity may acquire the supplies or services from another source.

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**Begin Regulation**

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**52.216-22 INDEFINITE QUANTITY (DEVIATION I—JAN 1994)**

16.506(e) FSS A/L FC-94-2

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Guaranteed Minimum clause and the Delivery Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

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**Begin Regulation**

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**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far/>.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (JUL 2004)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause



52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)	Clause
52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010) (DEVIATION I - FEB 2007)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)	Clause
52.222-49	SERVICE CONTRACT ACT -- PLACE OF PERFORMANCE UNKNOWN (MAY 1989)	Clause
52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) (ALTERNATE I -- AUG 2003)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.227-14	RIGHTS IN DATA--GENERAL (DEC 2007)	Clause
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	Clause
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003) (DEVIATION I - FEB 2007)	Clause
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) (DEVIATION I - FEB 2007)	Clause
52.232-36	PAYMENT BY THIRD PARTY (FEB 2010) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (JUL 2002)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause
552.229-71	FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)	Clause
552.232-74	INVOICE PAYMENTS (SEP 1999)	Clause
552.232-79	PAYMENT BY CREDIT CARD (MAY 2003)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY	Clause

	2003)	
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)	Clause
552.238-73	CANCELLATION (SEP 1999)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999)	Clause
	(DEVIATION FAR 52.252-6)	
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)	Clause
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER	Clause
	SHIPMENT (APR 1984)	
D-FSS-477	TRANSSHIPMENTS (APR 1984)	Clause
F-FSS-202-F	DELIVERY PRICES (APR 1984)	Clause
I-FSS-314	FOREIGN TAXES AND DUTIES (DEC 1990)	Clause
I-FSS-594	PARTS AND SERVICE (OCT 1988)	Clause

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### Begin Regulation

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#### **552.211-15 Defense Priorities and Allocations System Requirements (SEP 2004)**

(a) *Definitions.*

*Approved program* means a program determined to be necessary or appropriate for priorities and allocation support to promote the national defense by the Secretary of Defense, the Secretary of Energy, or the Department of Homeland Security Under Secretary for Emergency Preparedness and Response under the authority of the Defense Production Act, the Stafford Act, and Executive Order 12919, or the Selective Service Act and related statutes, and Executive Order 12742. See Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols at <http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm>.

*Defense Priorities and Allocations System (DPAS)* means the regulation published at 15 CFR part 700 that requires preferential treatment for certain contracts and orders placed by a Delegate Agency in support of an approved program.

*Delegate Agency* means an agency of the U.S. Government authorized by delegation from the Department of Commerce (DOC) to place priority ratings on contracts or orders needed to support approved programs.

*Rated order* means, for the purpose of this contract, a delivery or task order issued in accordance with the provisions of the DPAS regulation (15 CFR part 700).

(b) *Rated Order Requirement.*

From time to time, the Contractor may receive a rated order under this contract from a Delegate Agency. The Contractor must give preferential treatment to rated orders as required by the Defense Priorities and Allocations System (DPAS) regulation (15 CFR part 700). The existence of previously accepted unrated or lower rated orders is not sufficient reason to reject a rated order. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. There are two levels of ratings designated by the symbol of either "DO" or "DX." All "DO" rated orders have equal priority with each other and take preference over unrated orders. All "DX" rated orders have equal priority with each other and take preference over "DO" rated orders and unrated orders. The rating designation is followed by a program identification symbol. Program identification symbols indicate which approved program is supported by the rated order (see Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols).

(c) *Additional information.*

Additional information may be obtained at the DOC DPAS website

<http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm> or by contacting the designated Administrative Contracting Officer.

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**Begin Regulation**

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**552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)**

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
See Schedule of Items	30 Days After Receipt of Offer	_____
See Schedule of Items	30 Days After Receipt of Offer	_____
See Schedule of Items	30 Days After Receipt of Offer	_____

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS (Special Item No. of nomenclature)	Expedited Delivery Time (Hours/Days ARO)
_____	_____
_____	_____
_____	_____

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(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

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**Begin Regulation**

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**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE  
TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Number	Title	Clause/Provision
552.203-71	RESTRICTION ON ADVERTISING (SEP 1999)	Clause
552.215-71	EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)	Clause
552.215-72	PRICE ADJUSTMENT--FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)	Clause
552.229-70	FEDERAL, STATE, AND LOCAL TAXES (APR 1984)	Clause
552.232-23	ASSIGNMENT OF CLAIMS (SEP 1999)	Clause
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8) (ALTERNATE I - MAY 2003)	Clause
552.238-71	SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999) (DEVIATION I - DEC 2004)	Clause
552.238-74	INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2003)	Clause
552.238-75	PRICE REDUCTIONS (MAY 2004) (ALTERNATE I - MAY 2003)	Clause
552.243-72	MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000)	Clause
552.246-73	WARRANTY--MULTIPLE AWARD SCHEDULE (MAR 2000) (ALTERNATE I -- MAY 2003)	Clause

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**Begin Regulation**

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**552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED  
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS  
APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS  
(SEP 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are

incorporated by reference:

Number	Title	Clause/Provision
552.238-72	IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)	Clause

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**Begin Regulation**

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**552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE  
AWARD SCHEDULE CONTRACTS (SEP 1999)  
(ALTERNATE I—SEP 1999)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
  - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
  - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
  - (3) Increases are requested before the last 60 days of the contract period.
  - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 4 percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:
  - (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
  - (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
  - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
  - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
  - (2) Negotiate more favorable discounts from the new commercial prices when the total increase

requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

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**Begin Regulation**

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**552.238-76 Definition (Federal Supply Schedules)--Recovery Purchasing (FEB 2007)**

Ordering activity (also called ``ordering agency" and ``ordering office") means an eligible ordering activity (see 552.238-78, Alternate I) authorized to place orders under Federal Supply Schedule contracts.

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**Begin Regulation**

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**552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (MAY 2004) (ALTERNATE I -- FEB 2007)**

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic delivery.

(1) Executive agencies (as defined in Federal Acquisition Regulation Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;

(2) Government contractors authorized in writing by a Federal agency pursuant to Federal Acquisition Regulation Subpart 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);

(5) The District of Columbia;

(6) Tribal governments when authorized under 25 U.S.C. 450j(k);

(7) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and

(8) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions --

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point,

within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

- ☐ Contractor will provide domestic and overseas delivery.
- ☐ Contractor will provide overseas delivery only.
- ☐ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Federal Supply Schedules for products and services determined by the Secretary of Homeland Security to facilitate recovery from major disasters, terrorism, or nuclear, biological, chemical, or radiological attack, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities: State and local government entities, includes any state, local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher learning).

*State and local government entities*, means the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments. The term does not include contractors of, or grantees of, State or local governments.

(1) *Local educational agency* has the meaning given that term in section 8013 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7713).

(2) *Institution of higher education* has the meaning given that term in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)).

(3) *Tribal government* means --

(i) The governing body of any Indian tribe, band, nation, or other organized group or community located in the continental United States (excluding the State of Alaska) that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and

(ii) Any Alaska Native regional or village corporation established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payments by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79,

Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of \$2,500 (two thousand, five hundred dollars) during the contract term.

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**Begin Regulation**

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**552.238-80 Use of Federal Supply Schedule Contracts by Certain Entities--Recovery Purchasing (FEB 2007)**

(a) If an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)-- Alternate I, elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., Federal Acquisition Regulation 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B).

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.



(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(7) The state or local government ordering activity will be responsible for purchasing products or services to be used to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I, the Contractor agrees to the following conditions--

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-74, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number--

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I; and

(2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-78, Alternate I.

(d) A listing of the Federal Supply Schedule contracts for the products and services available for disaster recovery purchasing is accessible in GSA's Schedules e-Library at Web site <http://www.gsaelibrary.gsa.gov>. Click on the link, "Disaster Recovery Purchasing, State and Local." The participating Contractors and the products and services available for disaster recovery purchasing will be labeled with the Disaster Recovery Purchasing icon.

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### **Begin Regulation**

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### **C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)**

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be

required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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#### **Begin Regulation**

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### **CI-FSS-056 FEDERAL ACQUISITION REGULATION (FAR) PART 51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES) (JAN 2010)**

#### **(a) General Background.**

On October 8, 2009, a class deviation to FAR Part 51 was granted by GSA's Senior Procurement Executive in accordance with FAR Subpart 1.404, Class deviations. The deviation permits federal contracting officers to authorize GSA contractors, who are performing an order on a time-and-material or labor-hour basis, to purchase supplies and services from schedule contractors or to process requisitions through the Global Supply Program.

#### **(b) Orders.**

Orders placed using the FAR Part 51 deviation shall be:

(1) Placed on a time-and-materials (T&M)/labor-hour (LH) basis—an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR Part 51 deviation shall be T&M/LH;

(2) For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;

(3) Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;

(4) Placed by the Federal Government. The authorization is **NOT** available to state and local governments.

(c) For comprehensive guidance on the proper use the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at [www.gsa.gov/far51deviation](http://www.gsa.gov/far51deviation).

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**Begin Regulation**

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**G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION  
(JUL 2003)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

ZIP CODE \_\_\_\_\_

TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

ZIP CODE \_\_\_\_\_

TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

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**Begin Regulation**

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**I-FSS-106 GUARANTEED MINIMUM (JUL 2003)**

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

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**Begin Regulation**

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**I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)**

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language  
52.214-35 Submission of Offers in U.S. Currency  
52.247-34 FOB Destination  
52.247-38 FOB Inland Carrier, Country of Exportation  
52.247-39 FOB Inland Point, Country of Importation  
C-FSS-412 Characteristics of Electric Current  
D-FSS-471 Marking and Documentation Requirements Per Shipment  
D-FSS-477 Transshipments  
F-FSS-202-F Delivery Prices  
I-FSS-314 Foreign Taxes and Duties  
I-FSS-594 Parts and Service

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**Begin Regulation**

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**I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)**

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during

the time period specified elsewhere in this contract.

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**Begin Regulation**

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**I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)**

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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**Begin Regulation**

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**I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)**

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

- (1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).
- (2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA Advantage!™ in accordance with clause I-FSS-600, Contract Price Lists.
- (3) Performance has been acceptable under the contract.
- (4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

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**Begin Regulation**

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**I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

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**Begin Regulation**

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**I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)**

- (a) This clause applies to all contracts estimated to exceed \$100,000.
- (b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.
- (c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

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**Begin Regulation**

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**I-FSS-597 GSA *ADVANTAGE!*<sup>TM</sup> (SEP 2000)**

- (a) The Contractor must participate in the GSA *Advantage!*<sup>TM</sup> online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.
- (b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.243-72, Modifications (which addresses electronic file updates).

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**Begin Regulation**

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**I-FSS-599 ELECTRONIC COMMERCE—FACNET (SEP 2006)**

- (a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

- (b) Trading Partners and Value-Added Networks (VAN's).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

- (c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This

policy can be reviewed via the INTERNET at  
[http://www.defenselink.mil/releases/1999/b03011999\\_bt079-99.html](http://www.defenselink.mil/releases/1999/b03011999_bt079-99.html).

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the Central Contractor Registration (CCR) <http://www.ccr.gov/>, has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through on-line at <http://www.ccr.gov/> or through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration.

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://www.itl.nist.gov/lab/csl-pubs.htm>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA Advantage!<sup>TM</sup>.

(1) GSA Advantage!<sup>TM</sup> will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!<sup>TM</sup> enables customers to:

- (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.

(ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.

(iii) Use the Federal IMPAC VISA.

(2) GSA Advantage!™ may be accessed via the GSA Home Page. The INTERNET address is: <http://www.gsa.gov>, or <http://www.fss.gsa.gov>.

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**Begin Regulation**

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**I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)**

- (a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- (b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.
- (c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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**Begin Regulation**

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**I-FSS-600 CONTRACT PRICE LISTS (JUL 2004)**

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FSS-597, GSA Advantage! for further information.

(3) Further details on EDI, ICs, and GSA Advantage! can be found in clause I-FSS-599, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at <http://www.gsa.gov/logos>. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and



any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAvantage.gov.

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov).

Contract period.

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)

Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).

Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms.

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

11a. Time of delivery. (Contractor insert number of days.)

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.

12. F.O.B. point(s).

13a. Ordering address(es).

13b. Ordering procedures: For supplies and services, the ordering procedures,

information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

15. Warranty provision.

16. Export packing charges, if applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

18. Terms and conditions of rental, maintenance, and repair (if applicable).

19. Terms and conditions of installation (if applicable).

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

20a. Terms and conditions for any other services (if applicable).

21. List of service and distribution points (if applicable).

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in Central Contractor Registration (CCR) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4, Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the

**National Customer Service Center, Bldg. No. 4, 1500 E. Bannister Road, Kansas City, MO 64131.**

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**Begin Regulation**

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**I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)**

(a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

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**Begin Regulation**

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**I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)**

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

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**Begin Regulation**

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**I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)**

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

(a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);

(b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and

(c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

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**Begin Regulation**

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**I-FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)**

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

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**Begin Regulation**

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**I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS  
(APR 1984)**

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

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**Begin Regulation**

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**I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD  
SCHEDULE (JAN 2002)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:
  - (1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.
  - (2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.
- (c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.
- (d) Conditions of Price change requests under paragraphs b(2) and c above.:
  - (1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed four percent (4%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.243-72, Modifications (Multiple Award Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

## Part III - VENDOR INSTRUCTIONS

### NOTICE CONCERNING RESPONSES TO THIS SOLICITATION:

NO HARD COPY RESPONSES WILL BE ACCEPTED UNDER THIS REFRESH.

The following link provides guidance on utilizing the eOffer and eMod systems, obtaining digital certificates, and using the eOffer and eMod Training Guides: <http://eoffer.gsa.gov>

GSA has developed eOffer, a web Based application that allows an Offeror to prepare and submit an MAS offer electronically. eOffer is designed to create an interactive, secure environment that simplifies the contracting process from submission of offers to contract awards. eOffer uses the latest digital authentication technology to ensure the integrity of data and to electronically sign the offer. Digital certificates are required in order to use eOffer. The eOffer website at [www.gsa.gov/eoffer](http://www.gsa.gov/eoffer) contains a variety of information regarding the eOffer application, including available training, information regarding digital certificates. PLEASE BE ADVISED ANY OFFER SUBMITTED MUST BE SUBMITTED THROUGH THE Eoffer PROCEDURES. NO PAPER COPIES OF OFFERS WILL BE CONSIDERED.

PLEASE NOTE: EFFECTIVE JULY 15, 2010, ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS EOFFERS (<http://eoffer.gsa.gov>). No hard copy responses will be accepted after this date.

### NOTICE CONCERNING MODIFICATION TO ALL CONTRACTS AWARDED UNDER THIS SOLICITATION.

GSA WILL ONLY ACCEPT MODIFICATION REQUESTS SUBMITTED ELECTRONICALLY AS EMODS (<http://eoffer.gsa.gov>).

As of July 15, 2010, GSA's National Administrative Services and Office Supplies Acquisition Center will only accept contractor-initiated modification requests through the GSA eMod System.

The following link provides guidance on utilizing the eMod system, obtaining digital certificates, and using the eMod Training Guide: <http://eoffer.gsa.gov>.

Notice is hereby providing that the Standing Solicitation for Multiple Award Schedule 738X for Human Resources & EEO Services has been refreshed. The new solicitation number 2FYA-AR-060004-B Refresh 16 will replace solicitation number 2FYA-AR-060004-B Refresh 15 February 7, 2011 and includes updated clauses and provisions.

Offerors are responsible for payment to Open Ratings, Inc. for past performance evaluation prior to submission of an offer.

The solicitation is open continuously with no closing date. The resultant contracts are awarded as Indefinite Delivery, Indefinite Quality; Fixed Price Adjustment. Contract periods commence on the Date of Award through a 5-year base period with three 5-year option periods. The resultant contracts provide a streamlined acquisition approach for federal agencies to obtain Human Resources & EEO Services. Agency ordering procedures for services and further information on GSA Multiple Award Schedules programs may be found at [www.gsa.gov/schedules](http://www.gsa.gov/schedules).

GSA is only issuing this solicitation/request for proposal through the FedBizOpps internet site, GSA will not provide paper copies of this solicitation. Interested parties may access the solicitation at Internet address <http://www.FedBizOpps.gov>. This site contains information describing the Federal Business Opportunities and how to register to receive automatic notices of acquisitions. All responsible sources may submit an offer which shall be considered by this agency

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### Begin Regulation

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#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_\_ intends, \_\_\_\_ does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<b>PLACE OF PERFORMANCE</b> (Street Address, City, State, County, Zip Code)	<b>NAME AND ADDRESS OF OWNER          AND          OPERATOR OF THE PLANT OR          FACILITY IF OTHER THAN          OFFEROR OR RESPONDENT</b>

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**Begin Regulation**

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#### **52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price with Economic Price Adjustment, Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

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**Begin Regulation**

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#### **52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration  
 U.S. General Services Administration Administrative Services Acquisition Branch (2QSAA)  
 Attn: Henry Pierre-Louis, Section Chief 26 Federal Plaza, Room 19-100 New York City, NY  
 10278 NOTE: Protests of task orders shall be filed directly with the ordering agency at the  
 address designated by the ordering agency Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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**Begin Regulation**

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#### **52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For contract provisions which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far>.



Number	Title	Clause/Provision
52.212-1	INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (JUN 2008)	Provision
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	Provision
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	Provision
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)	Provision
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)	Provision
52.237-1	SITE VISIT (APR 1984)	Provision
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)	Provision
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUN 2005)	Provision
552.233-70	PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)	Provision
552.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (SEP 1999) (DEVIATION FAR 52.252-5)	Provision

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**Begin Regulation**

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**552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)**

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

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**Begin Regulation**

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**552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)**

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

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**Begin Regulation**

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**A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING  
SOLICITATION (DEC 2000)**

(a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.

(b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.

(c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.

(d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-164, Option to Extend the Term of the Contract (Evergreen), canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.

(e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

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**Begin Regulation**

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**A-FSS-12-C PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)**

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date of the offer, within which offer may be accepted.

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**Begin Regulation**

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**A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND**

**HOURS OF OPERATION (NOV 1999)**

(a) "The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163."

(b) "GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day."

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**Begin Regulation**

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**B-FSS-96 ESTIMATED SALES (NOV 1997)**

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

The SINS for schedule number 73810 are listed below

<b>SIN #</b>	<b>SIN Title</b>	<b>Total Sales in \$</b>
595 21	HUMAN RESOURCE SERVICES (Excluding EEO Services)	\$115,107,316
595 22	Private Shared Service Center for Core HR Services:	\$0
595 25	EEO Services	\$19,650,019
595 26	Private Shared Service Center for non-Core HR Services (offered by contractors awarded 595-22):	\$0
595 27	Pre-Employment Background Investigations	\$53,645,105
595 28	HR Support: Social Services	\$8,081,621

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**Begin Regulation**

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**K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)**

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

<b>NAMES &amp; TITLES</b>	<b>TELEPHONE NUMBERS</b>	<b>ELECTRONIC MAIL ADDRESSES</b>

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**Begin Regulation**

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### **L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)**

- (a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.
- (b) The request will include—
  - (1) Notice that discussions are concluded;
  - (2) Notice that this is the opportunity to submit a final proposal revision;
  - (3) The specified cutoff date and time;
  - (4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.
- (c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.
- (d) It is the Contracting Officer's desire to conclude negotiations by the specified cut-off date and time established in the request for final proposal revision..

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#### **Begin Regulation**

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### **L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS (INSP) (NOV 2000)**

- (a) Definition.

*Introduction of New Services/Products Special Item Number (INSP/SIN)* means a new or improved service or product— within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract— that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

- (b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.
- (c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.
- (d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.243-72, Modifications (Multiple Award Schedule).

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#### **Begin Regulation**

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**L-FSS-59 AWARD (APR 1984)**

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

## Part IV - EVALUATION FACTORS FOR CONTRACT AWARD

### NOTICE CONCERNING RESPONSES TO THIS SOLICITATION:

PLEASE NOTE: EFFECTIVE JULY 15, 2010, ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS EOFFERS (<http://eoffer.gsa.gov>). No hard copy responses will be accepted after this date.

HARD COPY RESPONSES, WILL BE RETURNED UNOPENED

NOTICE CONCERNING MODIFICATION TO ALL CONTRACTS AWARDED UNDER THIS SOLICITATION.

As of July 15, 2010, GSA's National Administrative Services and Office Supplies Acquisition Center will only accept contractor-initiated modification requests through the GSA eMod System.

The following link provides guidance on utilizing the eMod system, obtaining digital certificates, and using the eMod Training Guide: <http://eoffer.gsa.gov>.

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### Begin Regulation

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#### **552.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)**

(a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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### Begin Regulation

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#### **CI-FSS-151 ADDITIONAL EVALUATION FACTORS FOR AWARD (MAR 2008)**

(a) The Government will consider award for a responsible Offeror, whose offer conforms to all solicitation requirements, is determined technically acceptable, has acceptable past performance, and whose prices are determined fair and reasonable.

(1) Section I Administrative/Contract Data: Section I Administrative/Contract Data will be evaluated for its successful completion of all requirements outlined in the Instructions to Offerors in Part II of the Solicitation Document. The firm must be determined financially responsible based on the financial information provided.

(2) Section II Technical Proposal:

(i) Section II Technical Proposal will be reviewed, evaluated and rated acceptable or unacceptable (Go/No Go) based on the four technical evaluation factors described in the Specific Proposal Submission Instructions to Offerors in the Cover Page of the Solicitation document. Award will be made on a SIN-by-SIN basis. A rating of

“unacceptable” under any evaluation factor will result in an “unacceptable” rating overall for that SIN. Offers determined technically unacceptable for all proposed SINs will be rejected.

(ii) Factor One – *Corporate Experience*: Failure to provide the information as described in the Specific Proposal Submission Instructions for Factor One will result in an “unacceptable” rating for that SIN. The Offeror shall have demonstrated that the firm can successfully perform, administer and complete ordering activity tasks that may be awarded against a contract awarded under this solicitation. They must also demonstrate that the services proposed for each SIN are within the Scope of Work in Part I of this solicitation.

(iii) Factor Two – *Relevant Project Experience*: The Offeror must submit the information described in Factor Two of the Specific Proposal Submission Instructions located on the Cover Page of the solicitation, and must also demonstrate the successful completion of orders which are of a similar or greater complexity to the orders described in the statement of work in Part I of the solicitation.

(iv) Factor Three – *Past Performance*: Failure to provide information as described in Factor Three of the Specific Proposal Submission Instructions may result in an “unacceptable” rating for the Technical Proposal. The results of the Open Ratings Past Performance Evaluation will be considered, along with other information available to the Contracting Officer in determining the past performance rating of the Offeror. The Government reserves the right to consider any other pertinent information which comes to the attention of the Government regarding the Offeror’s past performance. The Government will consider the Offeror’s performance in the following key areas: Overall Performance, Reliability, Cost, Order Accuracy, Delivery/Timeliness, Quality, Business Relations, Personnel, Customer Support, and Responsiveness. Those Offerors demonstrating a pattern of consistent acceptable performance will receive an acceptable rating.

(v) Factor Four – *Quality Control Plan*: Failure to provide the required information as described in Factor Four of the Specific Proposal Submission Instructions to Offerors may result in an “unacceptable” rating for the Technical Proposal.

(vi) Offerors are on notice that proposals that are unrealistic in terms of technical commitment, lack technical competence, or are indicative of failure to comprehend the complexities and risks of solicitation requirements will be rejected.

(3) Section III Price Proposal:

(i) Section III Price Proposal will be evaluated for its successful completion of all requirements outlined in the Specific Proposal Submission Instructions in the Cover Page of the solicitation document. In order for the Section III Pricing proposal to be rated acceptable, the Contracting Officer must determine that the proposed pricing is fair, reasonable, and supportable, based on the submission of sufficient pricing information as outlined in the Proposal Submission Special Instructions.

(ii) The proposed pricing must be advantageous to the Government, and inclusive of the Industrial Funding Fee (IFF). If the rates offered are not “equal to or lower than” the MFC, an acceptable justification must be provided.

Note: The Government reserves the right to award without discussions. Therefore, the Offeror's initial proposal should contain the best terms from a price and technical standpoint.

## **Part V - OFFEROR REPRESENTATIONS & CERTIFICATION**

**\* SECTION NOT APPLICABLE \***

NOTICE CONCERNING RESPONSES TO THIS SOLICITATION:

PLEASE NOTE: EFFECTIVE JULY 15, 2010, ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS EOFFERS (<http://eoffer.gsa.gov>). No hard copy responses will be accepted after this date.

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